

<u>AUCTION OUTLINE</u>

AUCTION DATE:

Wednesday, April 9, 2025 Or on a mutually agreeable date

PREVIEW:

By Appointment Only Photo Gallery and Video will be posted online

AIRCRAFT LOCATION:

Space Coast Regional Airport (TIX) 355 Golden Knights Boulevard | Titusville FL 32780

FORMAT:

The auction will be online bidding only virtualcast with live audio.

COMMISSION:

Stampler Auctions will not charge the Seller a commission.

EXPENSES:

Stampler Auctions will advance all expenses and be reimbursed at cost from auction proceeds. Please review the enclosed budget. Expense reimbursement will be capped at \$5,000. Any expenses in excess of \$5,000 will be borne by Stampler.

BUYER'S PREMIUM:

Stampler Auctions will collect and retain in full its standard and customary Buyer's Premium. Said Buyer's Premium is paid for by the purchaser.

SETTLEMENT:

Stampler Auctions will collect all auction proceeds and deposit into a Trust Account as required by the Auction License Law. This law requires payment within thirty days. Stampler Auctions policy is full and final payment within two weeks of the auction or sooner. All payments are accompanied by a complete Accounting Summary.



LEARJET 23 – TAIL No. N119BA **PROPOSED AUCTION EXPENSE BUDGET**

FACEBOOK Geo-targeted & Industry Specific Advertising	\$ 300
GOOGLE AD WORDS Dedicated Google targeted keyword campaigns / pay per click	\$ 100
STAMPLER WEBSITE Auction Posting / Inventory Listing Photo Gallery	\$ N/C
AUCTIONZIP.COM	\$ 75
GOTOAUCTION.COM	\$ 75
INTERNET / WEBSITE ADVERTISING Insertions as time permits and applicable to assets being sold	\$ 200
CONSTANT CONTACT Email blasts to Stampler customer list of previous auction attendees (Over 21,000 Contacts)	\$ 200
COVERT MARKETING Geo-targeted & Asset Specific Sponsored Advertising	\$ 200
<u>TELEMARKETING</u>	\$ 150
EZ-TEXT	\$ 50

ONLINE BIDDING PLATFORMS "Bid Now" Platform	\$ 1,000
ADVANCE AUCTION PROMOTION "What2Watch4" emails and promotion at all auctions	\$ 200
TRADE PUBLICATIONS Controller	\$ 1,500
ADVERTISING LAYOUT & PLACEMENT All advertising is prepared in house. This allows for on time and immediate proofing, editing and updating along with proper and timely placement.	\$ 150
LABOR Auction Day*950	\$ 1,300

Settlement 350

TOTAL ESTIMATED OUT-OF-POCKET EXPENSES

\$ 5,500

MAXIMUM REIMBURSABLE EXPENSES

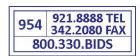
\$ 5,000

Stampler Auctions will advance all expenses and be reimbursed at cost directly from auction proceeds. Auction expenses are not a profit center. The above budget is a recommendation and can be tailored to more suit the Seller's needs.

Stampler Auctions

P.O. Box 2975 | Ocala FL 34478

www.stamplerauctions.com | info@stamplerauctions.com "You'll Profit From Our Experience"™



^{*}Harry Stampler's services provided at no charge to Seller.



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AGREEMENT MADE BETWEEN LINDA LEALI, IN HER CAPACITY AS RECEIVER, HEREIN AFTER REFERRED TO AS "SELLER" AND STAMPLER AUCTIONS, HEREIN AFTER REFERRED TO AS "AUCTIONEER".

WITNESSETH - WHEREAS THE SELLER DESIRES TO SELL AT PUBLIC AUCTION THE AIRCRAFT HEREIN AFTER REFERRED TO AND FOR THAT PURPOSE TO RETAIN THE AUCTIONEER. NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

- THE SELLER HEREBY AGREES TO RETAIN THE AUCTIONEER TO SELL A 1965 LEARJET 23 AIRCRAFT (N-119BA / SERIAL No. 23-084) LOCATED AT SPACE COAST REGIONAL AIRPORT (TIX), 355 GOLDEN KNIGHTS BOULEVARD, TITUSVILLE, FLORIDA 32780 ON WEDNESDAY, APRIL 9, 2025 OR ON A MUTUALLY AGREEABLE DATE.
- 2. SAID AUCTION CAN BE CONDUCTED LIVE ON-SITE, ONLINE ONLY, SIMULCAST, VIRTUAL CAST OR ANY COMBINATION THERE-OF, AS APPLICABLE LAWS ALLOW. AUCTIONEER SHALL CONSULT WITH RECEIVER ON THE FORMAT.
- 3. THE AUCTIONEER HEREBY ACCEPTS SUCH RETENTION AND AGREES TO USE ITS BEST EFFORTS TO BRING ABOUT SUCH SALE OF SAID AIRCRAFT AT PRIVATE SALE OR PUBLIC AUCTION IN ACCORDANCE WITH THE PROVISIONS OF THIS CONTRACT AND WITH THE LAWS OF THE STATE. STAMPLER AUCTIONS IS LICENSED, BONDED AND INSURED.
- 4. THE AUCTIONEER HEREBY SHALL CAUSE SUCH SALE TO BE MARKETED IN A COMMERCIALLY REASONABLE FASHION IN THE MANNER IN WHICH AUCTIONS ARE ORDINARILY ADVERTISED, AND IN ACCORDANCE WITH FLORIDA STATUTES.
- 5. THE AUCTIONEER SHALL BE PAID BY THE SELLER, A COMMISSION OF 0% OF THE BID PRICE.
- 6. SELLER IS RESPONSIBLE FOR ALL EXPENSES. THE SELLER AGREES THAT THE AUCTIONEER SHALL HAVE THE RIGHT TO REIMBURSE ITSELF FROM PROCEEDS OF SALE AT EXACT COST FOR ALL ADVERTISING/MARKETING AND SALE EXPENSES OR BILL THE SELLER FOR SAID COSTS. IF COSTS ARE BILLED, SELLER AGREES TO PAY SAID AMOUNTS WITHIN FIVE (5) DAYS. PLEASE SEE THE ENCLOSED ESTIMATED BUDGET. MAXIMUM EXPENSE REIMBURSEMENT TO BE \$5,000. STAMPLER WILL BEAR ALL AUCTION EXPENSES IN EXCESS OF \$5,000.
- 7. THE AUCTIONEER WILL CHARGE AND RETAIN IN FULL THE STANDARD AND CUSTOMARY BUYER'S PREMIUM. THE BUYER'S PREMIUM IS PAID FOR BY THE INDIVIDUAL BUYER. A BUYER'S PREMIUM OF 20% WILL BE UTILIZED BY THE AUCTIONEER.
- 8. ANY AND ALL DEPOSITS FORFEITED BY A BIDDER SHALL BE RETAINED IN FULL BY THE AUCTIONEER. ANY ACCRUED INTEREST, IF APPLICABLE, WILL BE RETAINED BY AUCTIONEER AS AN ADMINISTRATIVE FEE.
- ANY AND ALL UNSOLD, ABANDONED OR UNPAID FOR ASSETS WILL REMAIN THE PROPERTY OF THE SELLER.
- 10. THE SELLER WILL CONVEY GOOD MARKETABLE, DEFENSIBLE TITLE, FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES, CLAIMS AND LIABILITIES TO ALL ASSETS TO BE SOLD. THE SELLER HAS AUTHORIZATION TO TRANSFER THE AIRCRAFT VIA AUCTION AS PER COURT ORDER.
- 11. BOTH PARTIES AGREE THAT IN THE EVENT OF ANY LEGAL ACTION:
 - A. RIGHTS TO A JURY TRIAL ARE WAIVED.
 - B. THE PREVAILING PARTY WILL BE ENTITLED TO A REIMBURSEMENT OF LEGAL FEES, COST, EXPENSES AND REASONABLE PAYMENT FOR TIME
 - C. VENUE FOR ANY LITIGATION IS AGREED TO BE IN RECEIVERSHIP COURT.
- 12. THE AUCTIONEER SHALL BE ENTITLED TO A "NO SALE FEE" IN THE EVENT OF A CANCELLATION OR AN UNAPPROVED REMOVAL OF ASSETS FROM THE SCHEDULED AUCTION. THIS FEE SHALL BE \$10,000.00. ADDITIONALLY, ANY AND ALL ACTUAL EXPENSES WOULD BE REIMBURSED BY SELLER.
- 13. FORCE MAJEURE NEITHER PARTY WILL BE HELD LIABLE OR RESPONSIBLE TO THE OTHER PARTY, OR BE DEEMED TO HAVE DEFAULTED UNDER OR BREACHED, THIS AGREEMENT WHEN SUCH FAILURE OR DELAY IS CAUSED BY OR RESULTS FROM CAUSES BEYOND THE REASONABLE CONTROL OF THE AFFECTED PARTY, INCLUDING, WITHOUT BEING LIMITED TO, FIRES, STRIKES, FLOODS, ADVERSE WEATHER, PANDEMIC, ACTS OF WAR, TERRORISM, RIOT, OR PUBLIC DISORDER, ACTS OF GOD, LAWFUL ACTS OF PUBLIC AUTHORITIES, ELECTRONIC FAILURES, COMMUNICATION FAILURES, AND SERVICE DISRUPTIONS, HEALTH AND SAFETY CONCERNS (INCLUDING, WITHOUT BEING LIMITED TO THE COVID-19 PANDEMIC).
- 14. THE AUCTIONEER IS NOT RESPONSIBLE FOR CLEAN-UP OF THE AUCTION SITE UNLESS SPECIFICALLY DELINEATED IN THE AUCTION PROPOSAL AND NOTED IN THE PROPOSED AUCTION EXPENSE BUDGET.
- 15. STAMPLER AUCTIONS IS REQUIRED BY THE AUCTION LICENSE LAW TO SETTLE ALL DEALS WITHIN 30 DAYS. OUR COMPANY POLICY IS TO SETTLE ALL DEALS BY TRUST ACCOUNT CHECK WITHIN 14 DAYS AFTER THE SALE WITH ALL PERTINENT BACK-UP ATTACHED TO A DETAILED SUMMARY.
- 16. SELLER SHALL CONSULT WITH LEGAL COUNSEL SHOULD THEY FEEL THEIR BEST INTERESTS WOULD BETTER BE SERVED OR IF ANY PART OF THIS AGREEMENT IS NOT FULLY UNDERSTOOD.
- 17. THE SALE OF THIS AIRCRAFT SHALL BE ABSOLUTE AT \$50,000 OR HIGHER AND SUBJECT TO CONFIRMATION OF THE RECEIVER AT ANY PRICE BELOW \$50,000.

LINDA LEALI, ESQUIRE, AS RECEIVER
305.341.0671 x1 O | 954.439.2982 C | <u>lleali@lealilaw.com</u>

HARRY STAMPLER, PRESIDENT STAMPLER AUCTIONS

DATE

Stampler Auctions

P.O. Box 2975 | Ocala FL 34478

921.8888 TEL